

**Boeing Field
King County International Airport**

P.O. Box 80245
Seattle, Washington 98108
(206) ~~357-1111~~
296-7380

Aircraft Storage Hangar Agreement

Landlord: **King County** Effective: **January 1, 1994**
Tenant: **Galvin Flying Service** Phone: **(206) 763-0350**
ATTN: Jeff Morse
Address: **7149 Perimeter Road South**
Seattle, WA 98108

Aircraft Make/Model: Color: N

Hangar Number:	Northeast Hangars #13-2 and #13-3	Monthly Rental	576.04
		12.84% Leasehold Tax	73.96
		Monthly Total	\$650.00

1. This Agreement creates a tenancy from month to month, and may be terminated upon thirty (30) days written notice on the part of the Tenant or the Landlord. Failure to give thirty days written notice shall render the Tenant liable for rent up to and including thirty days beyond the date of cancellation of Agreement by Landlord. All rents are due in advance on the first of each month. Should the effective date of this Agreement be other than the first day of a month, rental shall be pro-rated.

2. Two months rent (\$ 1,300) is payable by Tenant upon inception of this Agreement. One month's rent shall be a rental deposit and upon termination shall apply to the last month's rent.

3. Failure to pay rentals as specified herein renders this Agreement voidable at Landlord's option and gives the Landlord the right to re-enter and repossess the Hangar immediately and without further notice. Failure to pay rentals as specified shall also constitute a lien on above aircraft pursuant to Chapter 15.60 of the King County Code. Tenant shall bear all costs and expenses incurred by Landlord in enforcing the terms of this Agreement or in the collection of amounts due hereunder, including reasonable attorney's fees.

4. Tenant shall be familiar with and comply with all Rules and Regulations in force on King County International Airport. Failure to comply with Rules and Regulations could result in termination of this Agreement.

5. In addition to the other terms and conditions of this Agreement, Tenant shall:

- a. Use the Hangar only to house the aircraft listed above which is owned or leased by Tenant and necessary aircraft groundhandling equipment associated with said aircraft.
- b. Store no gasoline, oil, explosives or flammables in the Hangar except in UL approved containers and only in quantities permitted by the Uniform Fire Code.
- c. Close the Hangar doors promptly after putting the aircraft in or taking it out of the Hangar and coordinate the operation of the doors so as not to unduly or in an untimely fashion, obstruct the access to adjacent Hangars.
- d. Not use the Hangar for major repairing or overhauling any aircraft or equipment.
- e. Not use any electrical equipment or machinery in or about the Hangar or modify existing wiring, or install additional outlets, fixtures or the like therein.
- f. Not assign any interest of Tenant hereunder or sublet, license or permit any other party or parties to occupy any portion of the Hangar without prior written approval from Landlord.
- g. Not conduct any charter, rental, repair, or instructional service, or any other commercial activity that is offered to the general public in or from the Hangar.
- h. Report to the Landlord any defects in the Hangar which the Tenant feels require maintenance.
- i. Keep the Hangar clean and free of debris and not place any debris on King County International Airport.
- j. Not attach any hoisting or holding mechanism to any part of the Hangar or pass any such mechanism over the struts or braces therein. For purposes of this Agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chain-ball, block and tackle or other hoisting device.

- k. Not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the Hangar.
- l. Comply with all applicable federal, state, county and municipal ordinances and regulations now in force or hereafter promulgated.
- m. Pay prior to delinquency any taxes (including Leasehold Excise Taxes) and assessments levied or assessed on the Hangar, or Tenant's interest hereunder or in the Hangar and on any personal property situated in, on or about the Hangar, including any applicable costs of utility services.
- n. Not lock the Hangar or permit the same to be locked with any lock other than the lock supplied, as hereinafter provided, by Landlord.
- o. Not park or leave aircraft on the taxiway or on the pavement adjacent to the Hangar door in a manner which unduly interferes with or obstructs access to adjacent Hangars.
- p. Maintain (inspected annually) in the Hangar a portable fire extinguisher, fully charged, with minimum rating of 10:BC.

See Attachment "A".

6. Further, Landlord shall:

- a. Keep the Hangar in good repair, including light bulb replacement as required.
- b. Provide access to the Hangar and to the public taxiways, ramps, and runways at King County International Airport.
- c. Keep the public taxiways adjacent to the Hangar clear of debris.
- d. Periodically inspect the Hangar.
- e. Not be liable to Tenant or anyone else for any damage whatsoever to persons or property however occasioned.
- f. Furnish a padlock and key to Tenant.
- g. Have the right to enter the Hangar at any time.

7. Tenant agrees to protect and save King County, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Tenant or third parties on account of personal injuries, death or damage to property arising out of the Hangar rented by Tenant or in any way resulting from the willful or negligent acts or omissions of the Tenant and/or its agents, employees or representatives, except the sole and exclusive willful and negligent acts or omissions of King County.

8. Landlord shall not be liable to the Tenant for claims or damages arising from any defect in the construction of or the present condition of the Hangar, whether known or unknown, or for damage by storm, rain or leakage.

9. This Agreement is not assignable or transferable.

10. King County Special Terms & Conditions, See Attachment "A".

The above mentioned conditions are mutually agreed to by Tenant and Landlord.

TENANT: **Galvin Flying Service, Inc.**

LANDLORD: **King County**

County of King, State of Washington

By 

By 

Title President

Title King County Executive

Date 1/21/94

Executed on the 24 day of

February, 19 94

APPROVED AS TO FORM —
PROSECUTING ATTORNEY

APPROVED — AIRPORT

By 

By 

Title Deputy Prosecuting Attorney

Title Airport Manager

Date 

Date Feb 2, 1994

Boeing Field/King County International Airport
Aircraft Storage Hangar Agreement
Attachment A - Paragraphs 5.p. and 10.

5. p. Extinguishers - Hangars A need two UL-rated portable dry chemical extinguishers with a minimum Classification 2-A:10-B:C.

Hangars B, C, D, E and Westside tee-hangars need one UL-rated portable dry chemical extinguisher with a minimum Classification 2-A:10-B:C.

10. King County Special Terms and Conditions - Non-Discrimination.

a) Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

b) Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

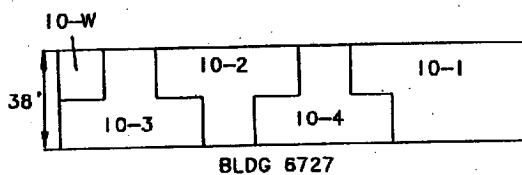
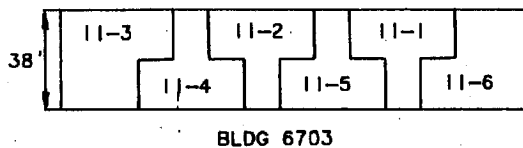
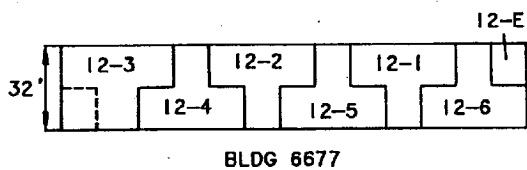
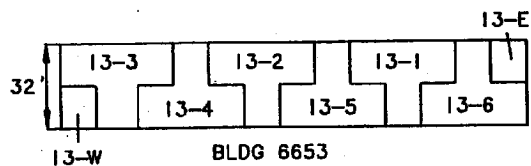
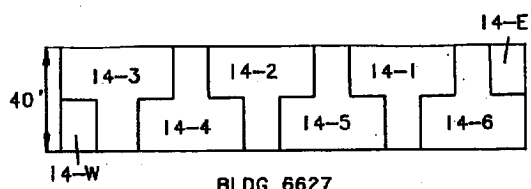
1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities,

2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

c) King County Code 4.18 and King County Code 12.16.020 as now or hereafter amended are incorporated by reference into this Agreement to the extent applicable. Tenant's failure to comply with any of the requirements of K.C.C. 4.18 and K.C.C. 12.16.020 shall result in termination of this Agreement and shall be considered a breach of contract.

d) It is the policy of the Department of Transportation (FAA) that minority business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds pursuant to 49 CFR Part 23. Tenant hereby assures that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any Department of Transportation contract covered by 49 CFR Part 23 "Participation by Minority Business Enterprises in Department of Transportation Programs" on the grounds of race, color, national origin, or sex.



PERIMETER ROAD

AIRPORT WAY S.

BLDG 6660

BLDG 6726



KING COUNTY INTERNATIONAL AIRPORT

PLACE: 6627-6727 PERIMETER ROAD

TENANT: **Galvin Flying Service**

DATE: 12-22-93

SCALE: 1"=50'

EXHIBIT: "A"